

TITLE PAGE

AGREEMENT NAME: US Ocean, L.L.C. /
Liberty Global Logistics LLC
Space Charter Agreement

FMC NUMBER: 201281

CLASSIFICATION: The generic classification of this Agreement in
Conformity with 46 C.F.R. § 535.104 is a Space
Charter Agreement.

DATE LAST REPUBLISHED: Not Applicable.

CURRENT EXPIRATION DATE: None.

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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the US Ocean, L.L.C. / Liberty Global Logistics LLC Space Charter Agreement (“Agreement”).

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to permit the Parties, through space chartering, to achieve efficiencies and economies in their respective services offered in the Trade (as hereinafter defined) covered by the Agreement, all to the benefit of the Parties and the shipping public.

ARTICLE 3: PARTIES TO THE AGREEMENT

The Parties to the Agreement (each a “Party” and together the “Parties”) are:

US Ocean, L.L.C.
55 Waugh Drive
Houston, TX 77007
(hereinafter “US Ocean”)

Liberty Global Logistics LLC
1979 Marcus Avenue, Suite 200
Lake Success, New York 11042
United States of America
(hereinafter “LGL”)

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of the Agreement shall cover the Trade between ports and points in United States and ports and points in Germany, Belgium, Spain, Morocco, France, Italy, Greece, Turkey, Romania, and Russia on the one hand, and Trade between ports and points in United States and ports and points in Oman, United Arab Emirates, Qatar, Bahrain, Saudi Arabia, Kuwait, Iraq, Korea, Japan, China, and Australia on the other hand (hereinafter referred to as the “Trade”).

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Under this Agreement, the Parties may agree on the quantity of charter space to be used, by either Party, on an ad-hoc (as needed/as available) basis for the carriage of cargo, on vessels owned or chartered by the other Party, on such terms and conditions as the Parties may agree. To facilitate efficient operations under this Agreement, the Parties may discuss and agree upon: the capacity and features of the vessels; the schedule and selection of the ports of loading and discharging; space requirements of one Party and the availability of space in vessels owned or chartered by the other Party; the place and timing of the provisions of space; procedures for booking space, for documentation, for special cargo handling instructions or requirements; and for other administrative matters relating to chartering and transportation provided under this Agreement.

5.2 Compensation for any space chartered, pursuant to this Agreement, shall be upon such terms and at such hire as the Parties may from time to time agree. Billing and payment terms and conditions shall also be as agreed between the Parties from time to time.

5.3 The Parties may discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be

necessary or convenient from time to time, including, but not limited to, forecasting, terminal operations, stowage planning, schedule adjustments, record-keeping, responsibility for loss or damage, the terms and conditions for force majeure relief, insurance, liabilities, claims, indemnification, consequences for delays, port omissions, documentation, joint negotiations, and treatment of hazardous and dangerous cargoes.

5.4 The Parties may use space chartered under this Agreement regardless of origin or destination of the cargo, including transshipment of cargo to or from a destination which is within or outside of the scope of this Agreement, whether under a through bill of lading or otherwise, using space chartered hereunder for part of the through movement involved.

5.5 Further Agreements. Pursuant to 46 C.F.R. § 535.406, any further agreement contemplated herein, will not be valid until filed and effective under the Shipping Act of 1984, as amended, except to the extent that such agreement concerns routine operational or administrative matters as defined in 46 C.F.R. § 535.408.

5.6 Implementation. The Parties shall collectively implement this Agreement by meetings, writings, or other communications between them, and make such other arrangements as may be necessary or appropriate to effectuate the purposes and provisions of this Agreement.

ARTICLE 6: OFFICIALS AND DELEGATIONS OF AUTHORITY

The following are authorized to subscribe to and file this Agreement and any accompanying materials and any subsequent modifications to this Agreement with the Federal Maritime Commission:

- (i) Any authorized officer of either Party; and
- (ii) Legal counsel for either Party.

ARTICLE 7: MEMBERSHIP AND WITHDRAWAL

Subject to the provisions of Article 9 hereof, either Party may resign from the Agreement by giving thirty (30) days' prior written notice to the other Party.

ARTICLE 8: VOTING

All actions taken pursuant to this Agreement shall require unanimous agreement of the Parties.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

9.1 The effective date of the Agreement shall be the date that the Agreement becomes effective pursuant to the Shipping Act of 1984, as amended, and the date any other governmental approvals as may be required have been obtained. Under no circumstances shall the effective date of this Agreement be earlier than the effective date under the Shipping Act of 1984, as amended. This Agreement shall remain in effect until terminated by unanimous consent of the Parties or until, if the membership consists of two Parties only, withdrawal by a Party leaves a single Party as the sole member pursuant to Article 7. Notice of any such termination shall be promptly provided to the Federal Maritime Commission. Any voyage of a vessel on which space is chartered to/purchased by either Party, which has commenced but has not been completed prior to the effective date of the termination of this Agreement under this Article, or Article 7 hereto, shall be subject to the terms of this Agreement in its entirety.

9.2 Notwithstanding the foregoing, the Parties may agree on provisions allowing termination in the event of a change in service characteristics (including sailing schedules or port rotation), a change in ownership of a Party, the dissolution, bankruptcy, or insolvency of a Party, or a similar occurrence.

ARTICLE 10: APPLICABLE LAW AND JURISDICTION

In the event that any dispute between the Parties should arise under the Agreement, the matter in dispute shall be resolved by arbitration conducted in accordance with the Rules of Society of Maritime Arbitrators, Inc. Arbitration shall be held in New York. The Agreement shall be governed by and construed in accordance with New York law.

ARTICLE 11: NON-ASSIGNMENT

Neither Party shall assign all or any part of its rights or delegate all or any part of its obligations under this Agreement to any other person or entity without the prior written consent of the other Party.

ARTICLE 12: NO AGENCY OR PARTNERSHIP

This Agreement does not create and shall not be interpreted as creating any partnership, joint venture or agency relationship between the Parties, or any joint liability under the law of any jurisdiction.

ARTICLE 13: NOTICES

All notices required to be given in writing, unless otherwise specifically agreed, shall be sent by certified mail (with return receipt requested), registered mail or by courier service, or in the event expeditious notice is required, by facsimile confirmed by certified mail (with return receipt requested), registered mail or by courier service, to the following addresses:

William K. Terrill
US Ocean, L.L.C.
55 Waugh Drive
Houston, TX 77007

David Minetti
Liberty Global Logistics LLC
1979 Marcus Avenue
Lake Success, NY 11042
United States of America

ARTICLE 14: LANGUAGE

This Agreement and all notices, communications, or other writings made in connection therewith, shall be in the English language. Neither Party shall have any obligation to translate such matter into any other language and the wording and meaning of any such matters in the English language shall govern and control.

ARTICLE 15: SEVERABILITY

If any provision of this Agreement, as presently stated or later amended, is held to be invalid, illegal or unenforceable in any jurisdiction in which this Agreement is operational, then this Agreement shall be invalid only to the extent of such invalidity, illegality or unenforceability and no further. All remaining provisions hereof, shall remain binding and enforceable.

ARTICLE 16: WAIVER

No delay or failure on the part of any Party hereto, in exercising any right, power or privilege under this Agreement, or under any other documents furnished in connection with or pursuant to this Agreement, shall impair any such right, power or privilege or be construed as a waiver of any default or acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power, or privilege. No waiver shall be valid against either Party

hereto unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

ARTICLE 17: AMENDMENT

Any modification or amendment of this Agreement must be in writing and signed by both Parties and may not be implemented until filed with the FMC and effective under the Shipping Act of 1984, as amended.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their duly authorized officers or agents as of this 14th day of August, 2018:

US Ocean, L.L.C.

Signature: _____



Name: William K. Terrill
Title: President & C.E.O.

Liberty Global Logistics LLC

Signature: _____



Name: David Minetti
Title: Executive Vice President Commercial Operations

